

REMARKS

Applicants submit the following Amendment in response to the non-final Office Action dated August 19, 2009. Applicants submit the present response with a three (3) month extension of time.

As a preliminary matter, Applicants' representative thanks Examiner Rapillo and SPE Morgan for courtesies extended in granting the telephone interview on February 17, 2010. While no agreement was reached, the present claim amendments are consistent with the discussions of that telephone conference.

Claim 1 is amended to augment existing claim language consistent with the telephone interview. For example, Applicants remove the negative claim language, add language regarding the claimed "probability of the triggering event," and amend the claimed "group" to a more formal "organization."

Claims 21 and 22 have been added, claim 21 reciting the possible options of the claimed potential payor and claim 22 reciting that a juvenile insurance policy insurance the life of a minor.

By way of background, Applicants note the extensive prosecution history of the current case and the varying degrees of prior art references. Applicants are merely seeking entitled allowable subject matter in view of the prior art. Applicants present the current claims after further consideration, multiple rounds of prosecution, two telephone interviews and addressing numerous prior art references over the course of the current prosecution. Applicants respectfully submit the present claims are entitled to passage to allowance as none of the prior art teaches or suggests all of the recited limitations.

Claims 1, 4-6, 8-10, 14 and 17-19 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Publication No. 2003/0093304 (Keller) in view of U.S. Patent No. 5,655,085 (Ryan) and further in view of Smarktkid.

By way of first generalization, Applicants note that none of the prior art teach or suggest a juvenile insurance policy. Claim 1 recites “electronically obtaining information useful for issuing a juvenile insurance policy...” and “offering, to the potential payor, a juvenile insurance policy.” Keller is a risk management system that describes one embodiment of a company-wide life insurance policy, therefore **not** a juvenile insurance policy. Ryan is not asserted for an insurance aspect. Smarktkid is a regular insurance policy that merely allows listing a child as a beneficiary, therefore **not** a juvenile insurance policy.

To avoid confusion based on the various claim amendments, Applicants submit herewith a clean version of claim 1:

1. A method for providing juvenile insurance having a waiver of premium feature comprising:

electronically obtaining information useful for issuing a juvenile insurance policy for a potential payor and an insured via a computer;

electronically determining, via the computer, one of a premium and a death benefit for the potential payor, the premium or death benefit computed based on the potential payor's affiliation as a member within an organization including individuals having at least one commonality between them such that the premium or death benefit is independent of an age, health, and gender of the potential payor within the organization, the determining based on a probability associated with an incidence of an event that triggers the waiver of premium feature occurring to an individual of the organization, the probability of the triggering event being based on at least one of: (1) an eligibility requirement of the payor belonging to the organization; and (2) the incidence of the triggering event occurring to a subset of the organization; and

offering, to the potential payor, a juvenile insurance policy having the waiver of premium feature and the determined premium or death benefit.

As recited in claim 1, the determining of either the premium or death benefit is determined for the potential payor and is computed based on the potential payor's affiliation as a member in an organization. As discussed in the telephonic interview, the premium or death benefit is associated with membership, the potential payor's membership in the organization.

Claim 1 additionally recites that the organization includes individuals having at least one commonality between them. Additionally, the premium or death benefit is independent of the age, the health and the gender of the potential payor within the organization.

In claim 1, the determination of the premium or death benefit relates to the probability associated with an incident of an event that triggers the waiver of premium feature, the probability of the event occurring to an individual of the organization. The probability of the triggering event being based on either (1) an eligibility requirement of the payor belonging to the organization; or (2) the incidence of the triggering event occurring to a subset of the organization.

By contrast, Keller teaches a short term risk management system. The risk management system allows for the review and analysis of underwriting short-term risks. Paragraph 4 outlines several types of short term risks, including group life insurance products. Paragraph 6 notes the true purpose of Keller is to perform the "evaluation of short term risk" and to evaluate/re-evaluate short-term underwriting.

In application of Keller to support the present rejection, reliance is based on ¶¶ 71 and 78, to which Applicants must respectfully disagree. Paragraph 71 describes the example of an “employer-provided group life insurance” benefit. Paragraph 78 describes the underwriting process whereby individuals are underwritten based on their own characteristics, e.g. “rates broken down by age, sex (gender), industry, and sometimes geographic area.”

As a preliminary matter, Applicants again re-iterate Keller’s failure to teach or suggest a juvenile insurance product. Claim 1 recites the determination of the premium or death benefit based on the payor’s membership within the organization and the premium / death benefit is independent of an age, health or gender of the payor. In other words, the premium or death benefit is based on membership, i.e. if the payor belongs to the group, the payor pays a specific premium or death benefit. As noted on page 6, line 17 of the specification, this approach “thereby does not penalize older payors.” By contrast, Keller explicitly states that the rates, even for the example of an employee plan, are different for different people based on the age, sex (gender), industry, etc.

Stated simply, Keller requires the analysis of the individual for underwriting purposes. By contrast, claim 1 recites determining the death benefit or premium based on membership in the organization, independent of the payor’s age, health or gender.

As per the telephonic interview, Applicants appreciate confusion regarding the second half of the second element of claim 1. As amended, claim 1 provides for the determining of the pricing offset to be the risk associated with a

triggering event. The risk is the waiver of premiums and there is a need for determining what is that risk, therefore based on that risk, at what price do you offset the insurance premium or death benefit.

Claim 1 expressly recites the determining of “the probability of the triggering event being one of two possible options. The first option is based on the eligibility requirement of the payor to belong to the organization. For example, an eligibility requirement for a group may be to have a minimum age (e.g. AARP). The second option is based on the incidence of the triggering event occurring to a subset of the group. For example, the triggering event should only happen to a subset of a group and so the incidence provides for the number of times this particular event occurs.

In support of the rejection, reliance is made to ¶¶ 73 and 89, which describe family members of employees. Applicants submit this is improper because this merely teaches a group “employees” and a “subset.” Keller does not teach or suggest the claimed “eligibility requirement” for the payor to belong to the group. Moreover, Keller is additionally noted as failed to account for the incidence of an event.

While the present rejection is a three-reference combination rejection, Keller is asserted for the significant majority of the teachings / suggestion of the claimed invention. Keller is a completely different system, relating to reviewing and analyzing underwriting operations such that Applicants submit the present rejection cannot reasonably be maintained.

Reliance is also again made upon Smartkid. It is noted that Smartkid has been asserted numerous times in various rounds of prosecution. Applicants respectfully submit that the Examiner misinterprets Smartkid as being a juvenile insurance policy.

Consistent with the telephonic interview, Smartkid is rather a standard term insurance product for a parent or guardian that includes a death benefit for the child. By contrast, it is well understood that a juvenile insurance policy “insures the life of a minor or young adult” (Application, page 1, lines 9-11).

Proof of the failure of Smartkid is seen in the following quotes:

¶1 : As parents, your biggest concern is that of securing the future of your child.”

¶3: **What is SmarkKid?** ¶ It is a plan that provides guaranteed benefits to your child along with life insurance cover.

¶4: **Who can purchase this policy?** ¶ Parents ... with children

¶9: **Why should you buy SmartKid?** ¶ Because **SmartKid** ensures that you have total peace of mind as far as your child’s future is concerned. ¶ In the event of death of the Life Assured:

¶10: Education benefits, guaranteed – which means that the future of the child remains secure.

Clearly, the above passages illustrate the failures of SmartKid to teach or suggest a juvenile insurance policy. In ¶4, the policy is only available to parent, e.g. it is a life insurance product for the parent for the benefits of the child (e.g. ¶3). In ¶ 9, the life assured would be the parent from ¶4, so that one of the benefits is ¶10, education benefits for the child.

To obviate any further confusion, it is noted that ¶10 expressly precludes SmartKid from even being interpreted as a juvenile insurance policy because the precipitating event for payout would be the death of the “life assured” and if it was the child, it would be entirely incomprehensible to suggest that there is an education benefit for a deceased child.

To re-iterate, the claimed invention provides for allowing a person to obtain a juvenile insurance policy where the premium or death benefit is based on that person's membership in an organization. The premium or death benefit is independent of the age, health, gender of the payor, but merely the payor's membership status in the organization, wherein the organization itself has membership requirements. The juvenile insurance policy has the added benefit of waiving premiums, so the claimed method includes determining the premium or death benefit to account for this premium waiver option. The determination is based on the probability of a triggering event, the triggering event triggers the waiver of the premium.

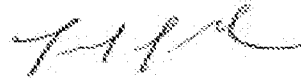
None of the prior art present herewith, in prior office actions or in various information disclosure statements disclose, teach or suggest such a system. As such, Applicants submit that all pending claims recite patentable subject matter.

Applicants additionally note to address a point made during the telephonic interview regarding claim 4. Claim 4 has been amended to obviate any confusion regarding the "minimum age" of claim 4 and the recitation of "age" in claim 1. Claim 1 recites that the premium or death benefit is based upon membership in an organization and that premium or death benefit is independent of an age of the potential payor. By contrast, claim 4 relates to qualifications (eligibility requirements) of a minimum age for becoming a member of the organization. Therefore, it is reasonable for there to be a minimum age for a person to be a member to the organization, but that person's individual age not, itself, being a factor in the premium or death benefit calculation. Whereas, in claim 1, the premium or death benefit determination is based on the affiliation with organization.

To expedite prosecution of this application to allowance, the examiner is invited to call the Applicants' undersigned representative to discuss any issues relating to this application.

Dated: February 19, 2010

Respectfully submitted,



THIS CORRESPONDENCE IS BEING SUBMITTED
ELECTRONICALLY THROUGH THE PATENT AND
TRADEMARK OFFICE EFS FILING SYSTEM ON
February 19, 2010.

Timothy J. Bechen
Reg. No. 48,126
Ostrow, Kaufman & Frankl, LLP
405 Lexington Ave., 62nd Floor
New York, NY 10174

Customer No. 61834